

Jade Consultants

CONSULTING ENGINEERS AND
CONSTRUCTION MANAGEMENT

210 N.E. 28th Avenue • Portland, Oregon 97232 • (503) 230-9437

July 22, 1986

Mrs Betty Hulse
City Recorder
City of Elgin
PO Box 128
Elgin, Oregon 97827

Re: Professional Services: Sanitary Sewerage, Treatment,
and Disposal Study

Dear Mrs Hulse:

We thank you, the City Council, and the Economic Development Committee for your acceptance of our proposal to prepare this study.

Please review the enclosed tentative contract and make any revisions or additions you feel appropriate. Upon signing of the agreement and receipt of Notice to Proceed, we are looking forward to beginning the work and visiting Elgin again.

We appreciate your continued confidence in our services.

Sincerely,
JADE CONSULTANTS



Gayle Hinson
General Manager

PROFESSIONAL SERVICES AGREEMENT

CITY OF ELGIN, OREGON AND JADE CONSULTANTS

A. PARTIES

This agreement is between [1] Jade Consultants, 210 NE 28th Avenue, Portland, Oregon 97232, hereinafter referred to as JADE; and [2] the City of Elgin, Oregon, acting through the City Council of Elgin, hereinafter referred to as the CITY.

B. SCOPE

This agreement is for civil and sanitary engineering services necessary to preparation of a study of sanitary sewerage, treatment, and disposal, as described in Attachment A [Proposal by JADE in response to the Invitation for Proposal, July 8, 1986, by the CITY]. Attachment A is a part of this agreement.

C. INITIATION OF WORK

JADE will initiate work on these services within seven days of a Notice to Proceed by the CITY. JADE will provide and complete these services promptly and in coordination with persons designated by the CITY for liaison with JADE.

JADE will complete all work through submittal of a draft report within ninety days of notice to proceed, except that this time shall be extended if delays [outside the control of JADE] occur, such as governmental actions or acts of God.

D. COMPENSATION

The CITY shall compensate JADE for these services in the amount of Eight Thousand One Hundred Dollars [\$8100.00] as described in Attachment A [Payment]. In addition, the CITY shall reimburse JADE for direct non-labor costs associated with the work. JADE will request prior approval from the CITY before incurring reimbursable non-labor costs greater than \$750.00. JADE shall not be reimbursed for vehicle mileage for travel to Elgin for [1] initial site investigations, or [2] presentation of the draft report to the CITY.

If the CITY should require services beyond the scope of this agreement, JADE shall submit a fee estimate for such services, and a contract modification shall be negotiated and approved by

the CITY, before JADE performs and work on the additional services.

E. TIME OF AGREEMENT

This agreement becomes effective upon its execution by duly authorized representatives of JADE and of the CITY. The agreement shall remain in force until completion of the work by JADE and acceptance of the work by the CITY.

F. PAYMENTS

The CITY shall make monthly partial payments to JADE, on the basis of percentage of the project completed. It is agreed that submittal of the draft report shall constitute 85% completion. In addition, the CITY shall reimburse JADE for all eligible non-labor expenses incurred.

G. EQUAL OPPORTUNITY EMPLOYMENT

JADE will comply with all federal and state regulation pertaining to equal opportunity employment. JADE is certified by the City of Portland and the Oregon Department of Transportation as a Women's Business Enterprise and as a Minority Business Enterprise.

Accepted and executed this 18th day of August, 1986, for
Jade Consultants by

Gayle Hinson
Gayle Hinson, General Manager
Engineering Manager

Accepted and executed this 12th day of August, 1986, for the
City of Elgin by

Betty Hulse
City Recorder

ATTACHMENT A

To Agreement for Professional Services
August, 1986

SANITARY SEWERAGE, TREATMENT, AND DISPOSAL STUDY FOR THE CITY OF ELGIN, OREGON

PART B - PROPOSAL

Within seven days of notice to proceed under a contract with the City of Elgin, Oregon, JADE CONSULTANTS will begin work on the engineering study for which proposals were invited by the CITY OF ELGIN on June 6, 1986 [Sewerage Study].

Our proposal is to perform the work substantially as described in said Invitation for Proposals, and as more particularly described below under Scope, Tasks 1 through 5.

SCOPE

Task 1 - Sanitary Sewers

- A. Investigate existing sanitary sewer system for:
 - 1. Physical condition and reliability; confer with City maintenance personnel and make site assessment leading to recommendations for repairs, replacement, or new alignment to satisfy existing conditions.
 - 2. Hydraulic adequacy for
 - a. Present conditions
 - b. Expansion [as proposed by City] for
 - New housing and commercial
 - Unsewered areas within the urbanized area
 - Industrial site south of Phillips Creek

Recommend additions or parallel lines.
- B. Review economic feasibility of pump station and force main to discharge industrial waste, as appropriate for potential tenants, if any, of industrial site.
- C. Incidental surveying [levels] as required to verify feasibility of recommendations.

All of above to be integrated with and consistent with the studies and recommendations under Task 2 [Treatment Plant].

Task 2 - Treatment Plant

Study the treatment and disposal of sewage with the following goals as criteria:

- A. Acceptable treatment and discharge of domestic sanitary sewage from existing and from predicted future population in Elgin, including proposed industrial site.
- B. Determination of economic practicability of acceptable treatment and discharge of industrial sewage from the proposed industrial site, under certain anticipated tenancies.

The study will address the following alternatives:

- A. Suitablility of improvement, modification, and expansion of existing lagoon system.
- B. Construction of new treatment plant, using conventional or innovative processes acceptable to regulatory agencies.

In recommending an improved or new treatement facility, we will consider economics, population predictions by the City, industrial site development, relation to existing sewers, siting, climate, operation and maintenance, effluent disposal, and regulatory agencies' requirements.

Task 3 - Costs [Sanitary Sewer Improvements]

- A. Estimate construction and engineering costs for all sanitary sewer improvements recommended under Task 1.
- B. Rank recommended improvements, based on urgency and cost-effectiveness, and their relationship to treatment plant improvements, into appropriate segments of construction.
- C. Display all costs in tabular form such that future funds available for the recommended work may be expeditiously assigned in the most efficient manner.

Task 4 - Costs [Treatment Plant Improvements]

- A. Estimate construction and engineering costs for all aspects of the sewage treatment facilities recommended in Task 2, both for initial construction and for any future modifications and additions. Costs for the recommended facilities shall be detailed, and will include not only the plant itself but also, as appropriate, land

acquisition, access improvements, security, and operation and maintenance. Future costs [such as later additions and operation and maintenance] will also be shown on a present worth basis, assuming an interest rate deemed appropriate by the City.

- B. Estimate, for comparison with the recommended facility, the construction cost of other practicable plans investigated in Task 2.
- C. Include, and segregate, in [A] and [B] above, the costs associated with treatment of industrial effluent in selected examples, if found to be practicable in Task 2.
- D. Display all costs in tabular form such that they provide an intelligible basis for funding of the recommended work and a foundation for disbursement of such funds.
- E. Provide a list of potential funding sources.

Task 5 - Report

Summarize all work performed in Tasks 1 through 4 in a bound report. The report will include:

- A. Discussion of alternatives
- B. Reasons for recommendations
- C. References to previous work
- D. Tabulation of estimated costs
- E. Illustrative maps and diagrams
- F. Applicable requirements and recommendations of regulatory agencies having jurisdiction
- G. Phasing and priority of improvements

Not later than 90 days following notice to proceed, we will submit three copies of a draft of the final report for review by the City, and we will make a personal appearance to present the draft final report and respond to questions. Upon approval by the City, we will furnish the City with ten copies of the approved final report.

PAYMENT

Our costs are based on the following:

- A. Access to City records and maps relative to existing streets, sanitary sewers and storm drains, and existing treatment facility [lagoons].
- B. Jade Consultants to spend at least three days in Elgin

at the initial phase of work for site investigations, surveying[levels], and meetings with officials and maintenance staff of the City of Elgin and with members of the Economic Development Committee.

- C. The Scope [Tasks 1 through 5] are presented as a framework for pursuing the objectives intended by the City. Associated work not specifically described in the Scope, such as may be identified during the meetings in [B] above, and which is substantially in accord with the Invitation for Proposals, will be performed at no increase in cost.
- D. Jade Consultants to make a personal appearance for presentation of the draft final report.

Jade Consultants will perform the work described for the lump sum of Eight Thousand One Hundred Dollars [\$8100.00] for direct labor, overhead, and profit. In addition, the City of Elgin shall reimburse Jade Consultants for direct non-labor costs associated with the work. We estimate these costs to be:

\$420.	Meals and lodging
50.	Telephone and postage
115.	Reproduction
40.	Maps and documents from other agencies
60.	Travel
\$685.	TOTAL REIMBURSABLE EXPENSES [May be more or less]

We will not exceed \$750.00 in reimbursable expenses without authorization.

Because of the distance from our office to Elgin, we do not feel it is equitable to include, as reimbursable expense, the cost of mileage for the two trips to Elgin noted in the Scope. We will absorb this cost in our overhead.

Respectfully submitted,

JADE CONSULTANTS

By

Gayle Hinson
Gayle Hinson, General Manager

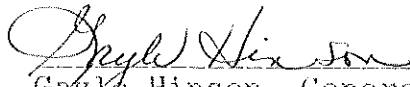
ADDENDUM TO
PROFESSIONAL SERVICES AGREEMENT

CITY OF ELGIN, OREGON
AND
JADE CONSULTANTS

Whereas the Intergovernmental Relations Division, State of Oregon, has requested that certain conditions be included in all contracts administered by said Division, the professional services agreement for a study of Sanitary Sewerage Facilities between the City of Elgin, Oregon, and Jade Consultants, executed August 18, 1986, is amended to add the following:

1. JADE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
2. JADE will furnish all information and reports required by said Executive Order 11246, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
3. In the event of noncompliance by JADE with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and JADE may be declared ineligible for further government contracts in accordance with procedures authorized in said Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Accepted and executed this 18 day of November, 1986, for
Jade Consultants by


Gayle Hinson, General Manager

Accepted and executed this 18th day of November, 1986, for
the City of Elgin by


Betty Huler
City Recorder

